

JCP&L Residential Energy Efficiency Programs Customer Participation Agreement

This Customer Participation Agreement (“Agreement”) sets forth the proposal for the undersigned Customer to participate in the JCP&L Residential Energy Efficiency programs (the “Programs”).

ENDORSEMENT: JCP&L does not endorse any particular manufacturer, product, system design, claim or contractor in promoting our programs.

INFORMATION RELEASE: Customer agrees that JCP&L may include Customer’s name, JCP&L services and resulting energy savings in reports or other documentation submitted to JCP&L and their designees, the New Jersey Board of Public Utilities, as well as their other New Jersey Investor Owned Utility and their designees. JCP&L will treat all other information gathered in evaluations as confidential and report it only in the aggregate.

LIMITATION OF LIABILITY: All parties acknowledge and agree that JCP&L and Program Implementer’s liability is limited to paying the incentive specified. The parties agree that JCP&L, its subsidiaries and its Program Implementers are not liable for any losses, harms or damages of any nature, whether direct, indirect, incidental, special or consequential, in any way connected with or resulting from services provided by these programs or participation therein, including any damages relating to safety, health or well-being. All parties release JCP&L, its subsidiaries and its Program Implementers, their parent and affiliated companies and each of their respective officers, directors, employees, agents and representatives, successors and/or assigns and agree to keep each of them harmless from any claim for injury to persons, including death, or damage to physical and personal property and for all expenses (including attorneys’ fees and costs) in any way arising from or relating to the programs.

WARRANTIES: JCP&L AND PROGRAM IMPLEMENTERS DO NOT WARRANT THE INSTALLATION OR PERFORMANCE OF MEASURES OR INSTALLED EQUIPMENT EXPRESSLY OR IMPLICITLY. JCP&L and its subsidiaries and Program Implementers make no warranties or representations of any kind, whether statutory, expressed or implied, including without limitation, warranties of merchantability or fitness for a particular purpose regarding any energy efficiency measure provided by a manufacturer or vendor. Contact your contractor for details regarding equipment/measure performance and warranties. JCP&L and its Program Implementers provide no warranties regarding safety, health or well-being.

PROPERTY RIGHTS: Customer represents that it has the right to complete and/or install the energy-saving measures on the property on which those measures are completed and/or installed and that any necessary landlord’s consent has been obtained.

ENERGY SAVINGS AND EVALUATION: JCP&L reserves the right to require evaluation, measurement and verification (EM&V) tasks for all participants, performed by JCP&L or its EM&V vendor. EM&V may include customer surveys, site visits to verify equipment installation and other data gathering, and the use of customer energy use and billing information. JCP&L or its EM&V vendor will notify the Customer if surveys or on-site visits are required. EM&V tasks may be performed for up to four years following program participation.

CONFIDENTIALITY: Customer shall consider all information furnished by JCP&L to be confidential and shall not disclose any such information to any other person, or use such information itself for any purpose other than in connection with the programs, without JCP&L’s prior written consent; provided, however, either Party may disclose such information as may be required to be disclosed by law or court order from a court of competent jurisdiction, and provided further that, unless otherwise prohibited by law, the Party whose information is required to be disclosed shall be given reasonable time to take legal action to seek appropriate protection. Customer expressly understands and agrees that JCP&L is required to report to New Jersey regulators on a periodic basis all program data, including customer-specific information (“Regulatory Reporting”) as well as to prepare and submit to New Jersey regulators a program evaluation report (the “Program Evaluation Report”). Customer expressly further understands and agrees that both the Regulatory Reporting and the Program Evaluation Report may specifically identify Customer as a program participant by name and address and may identify the energy and cost savings estimates for Customer’s Project.

PARTICIPANT’S CERTIFICATION: By signing below, Customer certifies that it has authorized the installation of the measures detailed in the homeowner-contractor contract agreement and accompanying Post-Installation Test-Out form, and that it has reviewed and understands the above Terms and Conditions for participating in JCP&L’s Residential Energy Efficiency programs and receiving program rebates.

CUSTOMER STATEMENT: I certify that I have read, completed, and understand the information on this form. I hereby agree to make my house available for a quality control inspection if requested and I authorize the energy suppliers named above to release information to JCP&L, or its designee, to evaluate my energy use in order to identify potential and actual energy savings.